

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SIoux COUNTY BOARD OF SUPERVISORS

AND

LOCAL #1774 OF AMERICAN FEDERATION

OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

(SECONDARY ROADS)

2005-2008

TABLE OF CONTENTS

<u>Article</u>	<u>Subject</u>	<u>Page</u>
I	Recognition and Dues Checkoff	1
II	Hours of Work and Overtime	2
III	Work Breaks	3
IV	Holidays	4
V	Vacations	5
VI	Leave of Absence	7
	a) Family Death	8
	b) Sickness	8
	c) Jury Duty	9
	d) Civic Duty	9
	e) Military Service	9
VII	Wages	11
VIII	Safety	11
IX	Health and Accident Insurance	11
X	Seniority	12
XI	Work Force	13
XII	Settlement of Disputes	15
XIII	General Provisions	18
XIV	Duration	21
Appendix A	Hiring Rates	22

ARTICLE I
RECOGNITION AND DUES CHECKOFF

Section 1. Recognition

The employer recognizes the Union as the sole and exclusive agent for the employees in the bargaining unit.

Section 2. Dues Checkoff

The employer shall deduct Union dues from the pay of employees under the following terms and conditions:

- a) Dues will be deducted only from the pay of those employees who have requested such deduction in writing.
- b) Dues deduction may be terminated by any employee on thirty (30) days written notice to the Employer.
- c) The local union president and treasurer shall certify to the Sioux County auditor the amount of dues to be deducted from each paycheck.
- d) The amount of dues to be deducted shall be changed no more than once annually.
- e) The County shall remit the dues to the union official designated, in writing, by the Union, including a list of those employees paying dues. The list shall include the employee's name, Social Security number, address, and the amount of dues paid.

It is expressly understood that the Employer assumes no liability and shall not be liable for the collection or payment to the Union of any dues during the time that any employee is not actually working for the Employer and actually on the payroll of the Employer. In the event of error on the checkoff list, the County will not be responsible

to make any retroactive adjustment. After notified of any error by the treasurer of the local union, the County will then follow the deduction procedure as outlined above.

The Union shall indemnify and hold the County harmless against any and all claims, suits, orders and judgements brought or issued against the County as a result of any action taken or not taken under the provision of this Article.

ARTICLE II

HOURS OF WORK AND OVERTIME

Section 1. Work Week

The work week shall begin at 12:01 a.m. Monday and end at 12:00 midnight on Sunday.

Section 2. Work Schedule

Work schedules for all employees will be established and posted on the appropriate work stations.

Normal working schedule shall be forty (40) hours, except in the following emergency situations: ice, snow, floods and/or work done by inspectors and technicians in conjunction with contracted services, or where the efficiency of operations would not be affected, employees shall be scheduled to work a regular shift. Except in cases of emergency, the employer shall provide seven (7) working days advance notice before changing a work schedule.

Section 3. Overtime

Time and one-half (1½) the employee's regular hourly rate of pay shall be paid for actual hours in excess of forty (40) hours per week.

Section 4. Overtime Distribution

Overtime work shall be offered equally to employees working within the same department, at a location, to the extent possible.

Section 5. No Guarantee

Nothing contained in this Article is a guarantee of number of hours per day or week or year.

Section 6. Call Back Pay

Any time an employee is called back to work beyond the regular shift and after having left said working premises, by the County Engineer or a member of the Board of Supervisors, the employee will receive a minimum of two (2) hours call time to be considered as time worked. Employees who are called back to work in excess of the two (2) hours will be paid for actual time worked. Employees who are called in shall only be required to stay as long as necessary to complete the task for which they were called in.

ARTICLE III WORK BREAKS

Section 1. Rest Periods

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such shift. In addition, they shall be granted the regular rest period that occurs during the shift.

Section 2. Meal Periods

All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of the shift. The normal lunch period for highway department employees is from 12:00 noon to 12:30 p.m.

Section 3. Clean-up Time

County road employees shall be granted a ten (10) minute personal clean-up period prior to the end of the work shift. Work schedules shall be arranged so

employees may take advantage of this provision. The employer shall make the required facilities available.

ARTICLE IV

HOLIDAYS

Section 1. Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 2. Eligibility Requirements

Employees shall be eligible for pay for any holiday falling within a pay period for which they received compensation, provided he worked his/her full regularly scheduled work day before and after the holiday, unless excused by the employer.

Regular part-time employees shall be eligible for holiday pay if scheduled to work a holiday or called in to work a holiday.

Section 3. Holiday Pay

Eligible employees whose work day differs from the standard eight (8) hour day

shall be paid their current straight hourly rate of pay times the number of hours in their regular work day if the employee performs no work.

Section 4. Pay for Work on a Holiday

County Road employees required by the employer to work on a designated holiday, as set forth in Section 1 above, shall be paid one and one-half (1½) times their straight time hourly rate of pay in addition to their straight time holiday pay for actual hours worked.

ARTICLE V

VACATION

Section 1. Eligibility and Allowances

Employees* shall be granted an annual paid vacation for the period specified below based upon the following continuous service requirements from the anniversary date to anniversary date:

<u>Service Requirements</u>	<u>Vacation Period</u>
1 year	5 working days
2 years	7 working days
3 years	10 working days
8 years	12 working days
10 years	15 working days
15 years	18 working days
20 years	20 working days

Section 2. Vacation Pay

Vacation pay shall be computed at the employee's current hourly pay times 8 hours times the number of days of vacation.

*Regular part-time employees shall receive only a prorated number of vacation days based upon number of days per week the employee is scheduled to work.

Section 3. Choice of Vacation

An employee shall submit a request for vacation prior to the requested time off. The request shall be presented to the immediate supervisor. The parties recognize that the immediate supervisor shall schedule vacation, including the number of employees that may be on vacation at any given time, and the amount of accrued vacation to be taken per employee request.

Section 4. Holiday During Vacation Period

If a holiday occurs during the calendar week in which a vacation is taken by a full-time employee, the employee's vacation period will be extended one (1) additional work day.

Section 5. Work During Vacation Period

Any employee who is requested to and does work during his/her vacation period, shall be paid for regular hours at the rate of one and one-half times his/her regular hourly rate and for overtime hours at a rate of two and one-half (2½) times his/her regular hourly rate of pay. In addition, the employee's vacation (with pay) shall be rescheduled to any future period the employee may request provided it doesn't affect another employee's scheduled vacation.

Section 6. Vacation Rights In Case of Layoff or Separation

Any employee who is laid off, discharged, retired or separated from the service of the employer for any reason, prior to taking his/her vacation, and who is otherwise eligible, shall be compensated in cash for the unused vacation he/she has accumulated

at the time of separation. After one year of employment, such unused vacation shall be prorated as of the date of the termination of employment.

Section 7. Vacation Carry Over

Withstanding the scheduling provisions contained in Section 3 of this Article, the employee may carry over into the next employment anniversary year up to five (5) days of accrued vacation. The County Engineer under extenuating circumstances and with advance notice may allow an employee to exceed the five (5) day carry over. The decision of the Engineer is not grievable. An employee who requests and is granted such an extension who does not use the days as requested will have the vacation scheduled by the County Engineer.

ARTICLE VI

LEAVE OF ABSENCE

Section 1. Eligibility Requirements

Employees shall be eligible for leaves of absence after sixty (60) working days of service with the employer.

Section 2. Application for Leave

Any request for a leave of absence shall be submitted, in writing, by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence, if granted, shall be furnished to the employee by his/her immediate supervisor and it shall be in writing. Except as otherwise specifically provided herein, the employer shall have discretion with respect to granting or denying any requested leave.

Any request for a leave of absence shall be answered promptly. Request for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence—a leave not exceeding one (1) month—shall be answered within seven (7) days. A request for a leave of absence exceeding one (1) month shall be answered within fourteen (14) days.

Section 3. Paid Leaves

a) Family Death

In the event of death of an employee's spouse, parent, or child, the employee shall be granted four (4) days of absence with full pay to make household adjustments, arrange for medical services or to attend funeral services.

In the event of an employee's brother, sister, grandchild, grandparent, or parents-in-law, said employee will be granted, upon request, three (3) days of absence with full pay to attend funeral services.

In the event of the death of an employee's brother-in-law, sister-in-law, or grandparents-in-law, said employee will be granted, upon request, two (2) days leave of absence with full pay to attend funeral services.

Sick leave shall be granted in the case of any illness an employee may contract, or any exposure to contagious disease he/she may experience in which the health of others may be endangered by his/her attendance at duty, or a critical illness to spouse or child. Such sick leave credit may be utilized by the employees when they are unable to perform their duties due to temporary disabilities such as sickness, injury, hospitalization, pregnancy, abortion, childbirth, and recovery therefrom. Doctors and dental appointments may also be charged to sick leave if such appointments cannot be arranged outside working hours.

Sick leave will be accumulated at the rate of one (1) day per month starting at the date of hire, with a maximum accumulation of ninety (90) days.

The County Engineer or other immediate supervisor may require a doctor's certificate of illness to verify any sick leave.

Sick leave and leave occasioned by death (above) may not be added to vacation time.

An employee may be granted four (4) hours of paid time off to be a pallbearer at a funeral. Such time shall be deducted from accumulated sick leave.

c) Jury Duty

Employees shall be granted a leave of absence, with pay, for jury duty.

d) Civic Duty

Employees shall be granted a leave of absence when required to appear before a court or other public body on matters not related to their work in which they are not personally involved (as a plaintiff or defendant).

e) Military Service

Any employee who requires a military leave will, upon showing his orders to his immediate supervisor, be given a paid leave of absence for up to thirty (30) days (Iowa Code S29A, 28), after which time such paid leave shall automatically terminate.

Section 4. Unpaid Leaves

a) Maternity

Maternity leaves, not to exceed six (6) months, shall be granted at the request of the employee, be extended or renewed for a period not to exceed six (6) months. An employee on maternity leave shall be entitled to use accrued sick leave for that period

which her physician certified she is unable to perform her duties before and after the child's birth.

b) Union Leave

Member(s) not to exceed one (1) per district, selected by the Union to participate in any other Union activity, may be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed one (1) month, but it may be renewed or re-extended for a similar period, at any time, upon request by the Union.

c) Educational

Employees may be granted leaves of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

d) Family Medical Leave

The family medical leave will be administered in accordance with the County-adopted policy.

e) Other Leaves

Other leaves of absence for a limited period may be granted by the employer.

f) Approval

The granting or denying of requested leaves under paragraphs B, C, and D above shall be at the discretion of the County Engineer or other department supervisors.

ARTICLE VII

WAGES

Section 1. General Increase

Hourly wages of highway department employees is found in Appendix A.

Section 2. Pay Period

The salaries and wages of employees shall be paid every two weeks, with appropriate deductions. In the event this day is a holiday, the preceding day shall be pay day. Friday is the official pay day.

Section 3. Hiring Rates

The rates for new employees are in Appendix A.

ARTICLE VIII

SAFETY

Section 1. Hazardous Conditions

The employer shall comply with all Federal, State, and Local safety laws and regulations.

ARTICLE IX

HEALTH AND ACCIDENT INSURANCE

Section 1. Benefits

The employer agrees to provide a comprehensive group hospitalization insurance program for all full-time employees. The program will have a \$500 deductible. The employee shall pay the first and fourth \$100 of the five hundred deductible. The County will pay the remaining three hundred dollars of the deductible. The maximum out of pocket for a single policy shall be \$1,000. The family policy out of pocket maximum shall be \$2,000.

The parties agree that the group insurance increase shall not exceed twelve (12) percent each of the last two years. Should such increase more than twelve percent the parties shall meet to reduce said increase to twelve percent in that year.

Section 2. Contributions

The employer shall contribute an amount equal to the single premium cost and seventy-five (75) percent of the dependent premium cost for the employees who are eligible and select dependent coverage. The remaining portion of the dependent premium shall be paid by the county road department employee.

Section 3. General Provisions

The employer retains the right to select the insurance carrier. The employer retains the right to bargain coverage and premium contributions in future agreements.

ARTICLE X

SENIORITY

Section 1. Definitions

Seniority is the length of an employee's continuous service within the department since his/her last date of hire.

The department, for purposes of accruing seniority, shall be the Secondary Road Department.

Section 2. Probation Period

Each new employee shall be considered as on probation for a period of no more than sixty (60) working days. Upon satisfactory completion of the probationary period,

the employee will be entitled to all the rights and privileges granted all other full-time employees and his term of employment will start as of his employment date. During this probationary period an employee may resign with no explanation required or the employer may terminate the employment with no explanation required or right of appeal granted.

Section 3. Seniority Lists

Every six (6) months the employer shall post on all bulletin boards a seniority list showing the continuous service of each employee within the departments defined in this Article. A copy of the seniority list shall be furnished to the local Union when it is posted.

Section 4. Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, discharge, and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

ARTICLE XI

WORK FORCE

Section 1. Classification

The employer shall determine when and whether a position or classification is vacant and when it will be filled. The employer shall also determine how many employees shall be in each classification and whether any employees shall be in any classification. The employer may also change any classification in any respect.

Section 2. Posting

Should an opening occur for a technician and the employer decides to fill that position, an employee in the secondary road crew may make a written request to the County Engineer for consideration for that position. The position shall be posted for five (5) days in all shops. An employee making such a request will be considered along with other applicants. Should all the applicants have equal qualifications and work experience, preference will be given to the employee.

The employer shall have up to thirty (30) days to determine if the employee is performing to its expectation. The employee shall have up to thirty (30) days to determine whether he/she wants to remain in the job. In either of the above situations, the employee shall have the opportunity to return to his/her previous position during the thirty (30) day period.

An employee shall not receive an increase to the new rate of pay until the expiration of the thirty (30) day trial period.

Section 3. Transfer

A Secondary Road employee who desires to transfer to another shop in the district, where a vacancy exists, shall submit an application in writing to the County Engineer. His application shall be considered along with other applicants.

Any Secondary Road employee employed as of July 1, 1979, by the County who works county-wide (out of his/her district) and who applies for a vacancy in his/her department, in his/her district, will be transferred according to seniority and ability as determined by the employer.

Section 4. Reduction of Force

In the event it is necessary to reduce the work force, employees shall be laid off in

the inverse order of seniority and ability as determined by the employer, provided all probationary, temporary and regular part-time employees are laid off first. However, should the employer decide that it needs the services of the existing staff of technicians, the technicians will remain despite seniority placement. The reduction in the shops will then proceed as per this section.

Realignment of the work force, after a reduction in staff, shall be accomplished by the district, by reassigning the least senior employee(s) from a work area. Refusal to accept such an assignment shall be considered a resignation.

Employees shall be recalled from a lay-off in the inverse order of the lay-off except probationary and temporary employees. The employer shall notify the employee of the recall by certified mail sent to the last address on record. Then ten (10) working days from mailing of the notice the employee shall return to work. Failure to return within ten (10) working days shall constitute a termination. The employee is responsible for supplying the employer with his/her current address. Recall right shall be limited to one (1) year from the effective date of the lay-off.

ARTICLE XII

SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties, concerning the meaning or interpretation of this agreement, shall be settled in the following manner:

Step I. The Union steward, with or without the employee, shall take up the grievance or the dispute with the employee's immediate supervisor within five (5) days of the date of the occurrence of the grievance. The supervisor shall attempt to adjust the matter and

Shall respond to the steward within five (5) working days.

Step II. If the answer is not satisfactory, the matter shall be presented, in writing, by the Union steward or the Union grievance committee to the County Engineer or other department supervisor, within seven (7) days after the immediate supervisor's response is due. The County Engineer or other department supervisor shall respond to the Union steward on the grievance committee, in writing, within seven (7) working days.

Step III. If the grievance still remains unadjusted, it shall be presented by the Union steward, Union representative, or grievance committee to the Board of Supervisors or its delegated representative, in writing, within ten (10) days after the response of the department supervisor is due. The Board of Supervisors or delegate shall respond, in writing, to the Union steward, Union representative, or grievance committee (with a copy of the response to the local Union president) within ten (10) working days.

Step IV. If the answer in Step III is unacceptable to the grievant, he/she will notify the Board of Supervisors and the Federal Mediation and Conciliation Service, in writing, within fifteen (15) days from the answer of Step III that it requests a panel of five (5) arbitrators. Both the employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party then strikes one (1) name. The process shall be repeated and the remaining person shall be the arbitrator.

The arbitrator shall have no authority to add to, delete from, modify, alter, or amend the terms of this agreement.

The parties agree that arbitration will be a closed hearing.

The decision of the arbitrator shall be final and binding on the parties provided he has not exceeded the authority granted under this agreement. The arbitrator shall be

requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's service and the proceedings shall be borne by the employer and Union equally. However, each party shall be responsible for compensation to its representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and its copy of the record. The other party may request a copy of any such record at its own expense.

Failure by the charging party to comply with any time limitation shall constitute a withdrawal of the grievance.

Failure of the respondent to comply with any time limitation shall automatically move the grievance to the next step except that the Union must comply with the procedure in Step IV. The above times may be extended by mutual agreement of the parties.

Section 2. Union/Management Committee

Employees selected by the Union to act as Union representatives shall be known as "stewards" not to exceed nine (9). The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified, in writing, to the employer by the local Union, and the individuals so certified shall constitute the Union grievance committee.

The County may designate a committee to meet at mutually convenient times, with the Union grievance committee.

All grievance committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the committee may

discuss with the employer other issues which would improve the relationship between the parties.

Section 3. Processing Grievances During Working Hours

Grievance committee members may investigate and process grievances during working hours without loss of pay provided permission is granted by the County Engineer or foreman. Such activities will be expected to be kept at a minimum amount of time with a maximum of one (1) committee member per individual grievance.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion

The provisions of this agreement shall be applied equally to all employees in the bargaining unit, without discrimination as to sex, race, color, creed, national origin or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of the agreement.

All references to employees in the agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Should an employee file a charge against the County or any officer relative to any item covered by this Section in another forum, the County will not be required to process a grievance on the matter.

Section 2. Union Bulletin Boards

The employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its

posting of notices and bulletins to such bulletin boards.

Section 3. Union Activities on Employer's Time and Premises

The employer agrees that during working hours, on the employer's premises and without loss of pay, provided it does not exceed a reasonable length of time, the employee will be allowed to post Union notices.

Section 4. Safety Equipment and Protective Clothing

It is agreed by the parties that the question of safety is a common concern and to this end the parties agree to use reasonable means of protecting the health and welfare of all employees.

All safety equipment and clothing required by law to be furnished by the employer will be furnished and paid for by the employer.

Section 5. In-Service

All in-service training shall be at the expense of the employer and shall take place during regular working hours.

Section 6. Personnel Files

The employee shall have access to any material entered into his/her personnel file. Access to this information by other than the employee shall only be permitted with the written consent of the employee in matters pertaining to this agreement.

Section 7. Separability

Should any Article, section or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, section or portion thereof directly specified in the decision.

Section 8. Definition of Employees

- a) Full-time employees are employees that regularly work forty (40) hours per week.
- b) Regular part-time employment is employment that is regular recurring employment of twenty (20) or more hours a week.

Section 9. Officers and Process Agents

The Union shall, at all times, provide the employer with the current names and addresses of all local Union Officers and all local and international Union agents for service of process.

Section 10. Visits by Union Representatives

Accredited representatives of the American Federation of State, County and Municipal Employees shall be permitted access to the employee's premises for the purpose of investigating grievances provided permission is received in advance from the appropriate supervisor and the visit does not interfere with the work of the employees.

ARTICLE 13**DURATION**

This agreement shall be effective as of July 1, 2005, and remain in full force and effect until June 30, 2008, subject to the insurance provision.

This agreement shall be automatically renewed from year to year thereafter unless one of the parties notifies the other in writing 270 days prior to the anniversary date it desires to modify this agreement.

In witness thereof, the parties hereto approved this agreement on this

13th day of MARCH, 2005.

For the Employer

Mark Sophronak
Chairman, Board of Supervisors

James E. Wilkey
Chief Negotiator for the County

For the Union

Danmy J. Homan
Staff Representative

Brian Newby
President

Loren Wademan
Secretary

Dated 3/14/06, 2005.

ATTEST:

Dennis Lange
Dennis Lange
Sioux County Auditor

by *Ross Thustick*
Deputy Auditor

APPENDIX A

<u>Rates</u>	<u>7-1-05</u>	<u>7-1-06</u>	<u>7-1-07</u>
Hiring Rate	\$13.67	\$14.13	\$14.62
Three Months	\$14.47	\$14.98	\$15.48
Nine Months	\$15.28	\$15.81	\$16.34
Eighteen Months	\$16.08	\$16.64	\$17.20